

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

United States of America and)	
the State of California ex rel.)	
Department of Fish and Game,)	C.A. No.
State Lands Commission and)	
Department of Parks and)	
Recreation,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
Montrose Chemical Corporation,)	
et al.,)	
)	
Defendants.)	

CONSENT DECREE

This Consent Decree is made and entered into by and between the United States of America on behalf of the National Oceanic and Atmospheric Administration and the Department of Interior ("United States") and the State of California on behalf of the State Lands Commission, the Department of Fish and Game, and the Department of Parks and Recreation ("State") (collectively referred to as "plaintiffs"), and County Sanitation District No. 2 of Los Angeles County ("LACSD") acting on behalf of itself and the County Sanitation Districts of Los Angeles County signatory to a certain amended Joint Outfall Agreement effective July 1, 1980 ("Other Signatory Districts"). The Other Signatory Districts are listed in Attachment A.

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INTRODUCTION

The United States on behalf of the National Oceanic and Atmospheric Administration ("NOAA") and the Department of the Interior (hereafter "federal trustees"), and the State, on behalf of its trustee agencies, the State Lands Commission, the Department of Fish & Game and the Department of Parks and Recreation (hereafter "state trustees"), filed an Amended Complaint in this action on June 18, 1990, under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9607, seeking inter alia, recovery for response costs and damages for injury to, destruction of, and loss of natural resources resulting from releases of hazardous substances, including specifically DDT (dichloro-diphenyl-trichloroethane, and its metabolites), monochlorobenzene ("MCB"), and PCBs (polychlorinated biphenyls), into the environment in and around the San Pedro Channel, the Palos Verdes Shelf, and the Los Angeles and Long Beach Harbors.

The Amended Complaint asserts claims for natural resource damages and related response costs against nine defendants. This Consent Decree relates solely to the claims for natural resource damages and related response costs raised in this action against one of the nine defendants, LACSD. The Amended Complaint also alleges a separate claim for relief for costs incurred with respect to the Montrose NPL site pursuant to Section 107(a)(4)(A) of CERCLA. This claim for response costs does not allege liability on the part of LACSD and is not addressed in this Consent Decree.

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The parties to this Consent Decree agree that settlement of the claims in this case against defendant LACSD is in the public interest and is made in good faith and after arms-length negotiations, and that entry of this Consent Decree is the most appropriate means to resolve the matters covered herein.

Recitals

I. The National Oceanic and Atmospheric Administration, the U.S. Department of the Interior, the California State Lands Commission, the California Department of Fish and Game and the California Department of Parks and Recreation (hereafter "co-trustees") have been designated pursuant to Section 107(f) of CERCLA, 42 U.S.C. Section 9607(f), to act on behalf of the public as trustees for natural resources for the assessment and recovery of damages for injury to, destruction of, or loss of natural resources under their trusteeship.

II. Regulations have been promulgated by the U.S. Department of the Interior pursuant to Section 301(c) of CERCLA, 42 U.S.C. Section 9651(c), to be used at the discretion of federal and state trustees for the assessment of natural resource damages. These regulations are known as the Natural Resource Damage Assessment Regulations ("NRDA") and are found at 43 C.F.R. Part 11. The NRDA are currently undergoing revision by the U.S. Department of Interior as a result of the decision in Ohio v. U.S.D.O.I., 880 F.2d 432 (D.C. Cir. 1989).

III. While the co-trustees have not elected either to follow or depart from specific provisions of the NRDA, they are

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taking guidance from the regulations in conducting the damage assessment in this case.

IV. The NRDA call for a planned and phased approach to the assessment of natural resource damages. This procedure includes a Preassessment Phase, Injury Determination Phase, Quantification Phase, Damage Determination Phase and Post-assessment Phase. 43 C.F.R. Section 11.13 (1989). The term "injury" refers to the harm to the resource; "damage" refers to the monetary compensation for such injury. 43 C.F.R. Section 11.14(1) and (v) (1989).

V. A natural resource trustee that becomes aware of an injury to natural resources is directed by the NRDA to issue a Preassessment Screen Determination. The trustee, through that Determination, initiates the damage assessment process and provides notification to other natural resource trustees with potentially affected trust resources. 43 C.F.R. Section 11.23(1989).

VI. On July 6, 1989, NOAA issued a Preassessment Screen Determination for this case, a copy of which is attached as Attachment B. In that document NOAA's Authorized Official determined that a natural resource damage assessment can and should be conducted in this case.

VII. The NRDA direct natural resource trustees to identify a lead trustee to conduct the damage assessment and to develop a plan for each phase of the assessment. The planning process provides for the participation of potentially responsible parties ("PRPs"), other affected agencies and the public. 43 C.F.R. Part 11, Subpart C (1989).

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VIII. The co-trustees have entered into a Memorandum of Agreement whereby NOAA is to serve as the lead trustee for purposes of conducting the damage assessment. A copy of this agreement is attached as Attachment C.

IX. On March 13, 1990, the co-trustees issued a Draft Natural Resource Damage Assessment Plan for the Injury Determination and Quantification Phases and have solicited comments on this draft plan from the PRPs, affected agencies and the public. 55 Fed.Reg. 9347 (Mar. 13, 1990). The co-trustees have received extensive comments from these parties and will make revisions to the Plan based on those comments and further co-trustee review as appropriate. A final plan for these two phases of the damage assessment will be issued by NOAA in consultation with its co-trustees. That final plan will then be implemented by the co-trustees to determine and quantify the natural resource injuries in this case.

X. The co-trustees intend to develop and issue a plan for the determination of damages, one component of which will investigate the feasibility, effectiveness and cost of all relevant methodologies for restoration and/or replacement of injured natural resources or acquisition of their equivalent. 43 C.F.R. Sections 11.81 and 11.82 (1989).

XI. The co-trustees intend to develop a final plan for the restoration or replacement of injured natural resources subject to public notice, opportunity for a hearing and public comment. See 43 C.F.R. Section 11.93 (1989).

XII. LACSD pursuant to the Joint Outfall Agreement serves 3.5 million people and many industries and companies in Los Angeles

County. The Joint Outfall Agreement provides for the joint construction, operation and maintenance of trunk sewers, pumping plants and treatment facilities, collectively known as the Joint Outfall System. LACSD, pursuant to the Joint Outfall Agreement, treats approximately 380 million gallons of wastewater per day at its Joint Water Pollution Control Plant ("JWPCP"), and discharges the treated effluent from a system of outfall pipes extending two miles offshore from the Palos Verdes Peninsula ("the Whites Point Outfall").

XIII. LACSD has maintained a program for monitoring the marine environment receiving its effluent. Its resources for this program include chemistry, microbiology and marine biology laboratory facilities, a computerized database including analytical programs and mathematical models of the environment, a 65-foot ocean monitoring and research vessel, a 25-foot sampling vessel and a 19-foot skiff for nearshore observations. LACSD staff possess expertise in the areas of biological sciences, microbiology, chemistry, data analysis, engineering, ecology and oceanography.

XIV. In the early 1970's, LACSD initiated programs to identify and control the discharge of DDT and PCBs into the Joint Outfall System. LACSD's efforts caused a reduction of over 95% in the rate of emission of these contaminants from the Whites Point Outfall by the late 1970's.

XIV. LACSD detected significant quantities of DDT in the wastewater in its Joint Outfall System and identified a manufacturing plant near Torrance, California, operated by Montrose Chemical Company of California ("Montrose"), as the primary source of that DDT. In April 1970, LACSD required Montrose to cease the

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discharge of its wastewater into the Joint Outfall System and in 1971 required disconnection of the Montrose industrial wastewater line from the LACSD trunk line.

XV. The parties to this Consent Decree acknowledge that LACSD possesses specialized knowledge, expertise and capabilities regarding determination of the nature and quantity of the injuries caused to coastal and marine natural resources as a result of the release of hazardous substances, including DDT and PCBs, and the feasibility, effectiveness and cost of options for restoration and/or replacement of injured natural resources in that environment. The parties further recognize that LACSD, as a public agency, has a unique interest in, and is committed to the restoration of marine resources injured in connection with effluent from its Joint Outfall System.

NOW, THEREFORE, before the taking of any testimony, before the adjudication of the merits of this case and without admission of any issue of law, fact, liability or responsibility by the LACSD, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Jurisdiction And Venue

1. The Court has jurisdiction over the subject matter of this action and the parties to this Consent Decree pursuant to 28 U.S.C. Section 1331 and 1345, and Section 113(b) of CERCLA, 42 U.S.C. Section 9613. This Court also has personal jurisdiction over LACSD, which, solely for the purposes of this Consent Decree, waives all objections and defenses that it may have to jurisdiction

of the Court or to venue in this District and to service of process.

Applicability of Consent Decree

2. The provisions of this Consent Decree shall apply to and be binding on the signatories to this Consent Decree, the Other Signatory Districts, their agents, successors and assigns. Changes in the ownership or organizational form or status of LACSD or Other Signatory Districts shall have no effect on their obligations under this Consent Decree.

Definitions

3. This Consent Decree incorporates the definitions set forth in Section 101 of CERCLA, 42 U.S.C. Section 9601. In addition, whenever the following terms are used in this Consent Decree, they shall have the following meanings:

A. "Natural Resource Damages" means damages for injury to, destruction of, or loss of any and all natural resources caused in whole or in part by releases of hazardous substances into the environment in and around the San Pedro Channel, the Palos Verdes Shelf, the Los Angeles and Long Beach Harbors and into adjacent marine waters and sediments.

B. "Covered Matters" means any civil or administrative liability to the United States and/or the State, under Section 107 of CERCLA, 42 U.S.C. Section 9607, or any other federal, state or common law, for (1) Natural Resource Damages, as defined herein, including the cost of assessing natural resource damages; (2) reimbursement of response costs incurred or to be incurred by the United States or the State with respect to their claims for Natural Resource Damages as defined herein; and (3) all activities (without

respect to any limitation on support as set out in paragraphs 7, 8, 9, 12 and 13) contemplated or covered by this Consent Decree.

C. "Joint Outfall System" means that municipal wastewater treatment facility discharging effluent at Whites Point and consisting of the Joint Water Pollution Control Plant and the associated main trunk sewers, pumping plants, treatment plants, outfall sewers and incidental sanitation works operated pursuant to the Joint Outfall Agreement by Los Angeles County Sanitation District No. 2.

Covenant Not To Sue By Plaintiffs

4. Except as specifically provided in paragraphs 5 and 6, the United States and the State on behalf of their respective natural resource trustees, covenant not to sue or to take any other civil or administrative action against LACSD or the Other Signatory Districts for Covered Matters. This covenant not to sue and the following reservation of rights shall take effect upon entry of this Consent Decree. This covenant not to sue remains in effect during the term of this Consent Decree so long as LACSD is fulfilling its obligations under this Consent Decree.

Reservation of Rights

5. Notwithstanding any other provision of this Consent Decree, the United States and the State, on behalf of their respective natural resource trustees, reserve the right to institute proceedings against LACSD or Other Signatory Districts in this action or in a new action seeking recovery of Natural Resource Damages, based on (a) conditions with respect to marine sediments deposited by effluent from the Joint Outfall System, unknown to plaintiffs at the date of lodging of this Consent Decree, that

result in releases or resuspension of hazardous substances that contribute to injury to, destruction of, or loss of natural resources; or (b) information received after the date of lodging of this Consent Decree that indicates that there is injury to, destruction of, or loss of natural resources resulting from releases of hazardous substances, where the injury, destruction or loss, was unknown to plaintiffs at the date of lodging of this Consent Decree, or (c) conditions resulting substantially from releases of hazardous substances from the Joint Outfall System that were introduced into that system after the date of lodging of this Consent Decree. LACSD reserves its right to contest any such action and does not by consenting to this Consent Decree waive any defense it might otherwise have.

6. Notwithstanding any other provision of this Consent Decree, plaintiffs' covenant not to sue shall apply only to the matters set forth in paragraph 3.B., and specifically shall not apply to the following claims:

- A. Claims based on a failure by LACSD to satisfy the requirements of this Consent Decree;
- B. Claims for criminal liability; and
- C. Claims for violations of LACSD's NPDES permit or any other federal, state, or local permit.

LACSD Case Development and Damage Assessment Support

7. LACSD agrees to provide to plaintiffs support for the identification, preparation and presentation of evidence relevant to discharges into the LACSD Joint Outfall System and discharges from the Joint Outfall System into the marine

environment. The specific support to be provided by LACSD shall be identified to LACSD by plaintiffs pursuant to paragraph 11. The parties contemplate that such support shall include expert, management, technical, and clerical personnel, and support services including, for example, chemistry and marine biology laboratory services, computer database and environmental modeling services, duplicating, microfilming and graphic services. The value of support provided pursuant to this paragraph shall not exceed one million dollars valued pursuant to paragraph 10. (11)

8. LACSD agrees to provide management/technical support and expert analysis to the plaintiffs, pursuant to paragraph 11, for the implementation of the Injury Determination and Quantification Phases of the Natural Resource Damage Assessment Plan and for development of this litigation. The value of support provided pursuant to this paragraph shall not exceed two million dollars valued pursuant to paragraph 10. Plaintiffs and LACSD contemplate that the work covered under this paragraph will include, by way of example and not exclusion: (a) data collection, testing and/or analysis related to the physical, chemical and biological fate of contaminants potentially affecting trust resources; (b) data collection, testing and/or analysis related to the cause and extent of injury to trust resources. 2 m

9. LACSD agrees to provide to plaintiffs management/technical support and expert analysis for development and implementation of the Restoration Methodology Portion of the Damage Assessment Plan related to the feasibility, effectiveness and cost of options for restoring or replacing the trust resources injured by hazardous substances, including DDT and PCBs. The

plaintiffs in consultation with the LACSD shall prepare a scope of work and identify the elements of the work to be supported by the LACSD. The value of support provided pursuant to this paragraph shall not exceed two million dollars valued pursuant to paragraph 10. 2m

10. The cost of support provided by LACSD employees and consultants pursuant to paragraphs 7, 8, 9, 12, and 13, shall be computed according to the Schedule of Service Costs set forth in Attachment D. Costs of support provided by LACSD through contractors shall be approved by plaintiffs prior to implementation of the contract. As used in this Consent Decree, the term "support" includes in-kind services provided by LACSD and its personnel, or contractor services funded by LACSD.

11. NOAA, as lead trustee, for the Damage Assessment, and the U.S. Department of Justice (DOJ), for the conduct of litigation, shall make, in consultation with LACSD, assignments to LACSD on behalf of the plaintiffs. Such assignments shall be in writing and shall set forth the scope and specifications of the work required and the date by which LACSD and/or the approved contractors will deliver the work product of the particular assignment. LACSD can propose modifications to the work assignments. Plaintiffs may specify that all or a portion of a particular assignment is to be performed by a contractor, LACSD or identified LACSD staff members; provided that, to the extent practicable, the plaintiffs shall accommodate LACSD's reasonable requests regarding the availability of its personnel. The plaintiffs will coordinate their requests for work assignments in order to minimize conflicts. All services provided under this

Consent Decree by LACSD shall be subject to full oversight and control by the plaintiffs. Plaintiffs shall have full access to all work in progress required under this agreement by LACSD personnel or contractors. LACSD shall submit quarterly statements to plaintiffs itemizing separately for support provided pursuant to paragraphs 7, 8, 9, 12, and 13, the cost of support provided during the quarter and cumulatively from the date of entry of this Consent Decree.

Restoration or Replacement of Injured Resources

12. In addition to the restoration planning support committed by LACSD pursuant to paragraph 9 above, and as a part of the co-trustees' development of a plan for the restoration and/or replacement of injured natural resources ("Restoration Plan"), LACSD agrees to provide on and after January 1, 1992, up to two million dollars, subject to paragraph 10, for implementation of a pilot project or portion of a pilot project identified by the co-trustees to evaluate the feasibility, effectiveness, and cost of methods of restoration or control of the contaminated sediments on the Palos Verdes Shelf.

13. LACSD agrees to provide on and after January 1, 1994, up to five million dollars, subject to the provisions in paragraph 10, for use in implementation of a project or projects for restoration and/or replacement of injured natural resources in the final restoration plan adopted by the co-trustees. The project or projects shall be selected at the discretion of the co-trustees and identified to LACSD pursuant to paragraph 11. All implementation of projects by LACSD shall be subject to the co-trustees' full oversight and control.

14. The parties acknowledge that LACSD has a special interest in and commitment to elimination or control of hazardous substance contamination in the marine sediments in and around the Whites Point Outfall. It is plaintiffs' current understanding, without benefit of a completed Damage Assessment, that the hazardous substance contamination in these sediments has caused substantial injury to plaintiffs' trust resources and that the elimination or control of the contamination in these sediments would facilitate the recovery of the injured resources to baseline conditions. Plaintiffs agree that projects identified by the co-trustees for LACSD implementation pursuant to paragraph 13 above, shall include, to the extent consistent with reasonable and cost-effective implementation of the final restoration plan, those projects that most directly and closely involve the sediments surrounding the Whites Point Outfall.

Monitoring of Restoration or Replacement Projects

15. LACSD agrees to provide to plaintiffs, at no cost, reasonable monitoring activities, as specified in the final restoration plan for projects within or partially within the geographic range of LACSD monitoring stations and within the normal capabilities of LACSD.

Reallocation of Spending Ceilings

16. Upon written notice by the plaintiffs to LACSD, the support identified herein for paragraphs 7, 8, or 9 may be shifted at the discretion of the plaintiffs among these paragraphs without changing the cumulative value of these paragraphs provided, however, no shift of more than one-half of the support required by paragraph 9 shall be made. Plaintiffs may also, at their sole

discretion, reallocate all or a portion of the commitments of support identified in paragraphs 7, 8, or 9 to the implementation of projects in paragraphs 12 or 13.

17. In the event that the damage assessment process does not identify a pilot project of the nature contemplated in paragraph 12, plaintiffs may reallocate that commitment of support to a project or projects identified in paragraph 13.

Disclaimers

18. Nothing in this Consent Decree, any of its provisions, or any of the plaintiffs' determinations or actions taken pursuant to this Consent Decree is intended to and shall not be interpreted as supporting or opposing LACSD's current or future application for a waiver of the secondary treatment requirement of Section 301(h) of the Clean Water Act of 1972, 33 U.S.C. § 1311(h). Moreover, it is the intent of the Parties that this Consent Decree shall not have any effect on nor shall it be used as evidence in the ongoing or any future proceedings concerning modification of secondary treatment requirements pursuant to Section 301(h) of the Clean Water Act of 1972, 33 U.S.C. § 1311(h).

Independent Contractor

19. It is understood and agreed that LACSD, its agents, officers, employees, and contractors in the performance of the work and services required by this Consent Decree shall act as independent contractors and not as agents or employees of the plaintiffs.

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No Waivers of Confidentiality or Privilege

20. Disclosure, whether oral or written, including provision of data, reports, documents, and other material and information, by plaintiffs to LACSD or to any contractor engaged directly or indirectly by LACSD for work under this Consent Decree is not intended to and shall not constitute a waiver of any otherwise applicable exemption or privilege from disclosure under federal or state law. Where plaintiffs have identified any such information as confidential and/or privileged, LACSD and its contractors shall not disclose such information, in whatever form, to any other person without prior written authorization by plaintiffs. LACSD shall notify plaintiffs of any claim by any other person that a disclosure is required by law or order of a court of competent jurisdiction and shall provide a reasonable opportunity to plaintiffs to pursue appropriate remedies.

21. LACSD may assert any confidentiality claims available to LACSD under state or federal law covering part or all of the information provided to plaintiff under this Consent Decree. If LACSD is requested by plaintiffs under this Consent Decree to produce a document obtained from a third party which LACSD is obligated to protect from disclosure by state or federal law, it shall not produce such documents until such time as plaintiffs have taken appropriate measures to allow production.

Confidential Information/Ownership of Materials

22. All data, reports, studies, and other documents developed by LACSD directly or by any contractor retained by LACSD for work required under this Consent Decree shall be and remain the property of the plaintiffs. All such materials shall be

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confidential and shall not be disclosed by LACSD or its contractors to any person except as authorized in writing by the plaintiffs, or as required by law. Except as provided above, all other property and work product including information, computer software, and analytic models produced and acquired by the LACSD in order to carry out the terms of this agreement shall be and remain the property of the LACSD.

Contribution Protection

23. Plaintiffs acknowledge and agree that the payments to be made and commitment of work by the LACSD pursuant to this Consent Decree represent a good faith settlement and compromise of a disputed claim and that the settlement represents a fair, reasonable and equitable discharge of liability for Covered Matters. LACSD and the Other Signatory Districts listed in Attachment A shall have the benefits of Section 113(f) of CERCLA, 42 U.S.C. Section 9613(f), and any other applicable statute or other law limiting or extinguishing their liability to persons not a party to this Consent Decree or affording them rights of contribution or other rights to recover from such persons costs or damages.

24. Plaintiffs certify that the payments to be made and the work to be undertaken by LACSD pursuant to this Consent Decree will be appropriate actions necessary to protect and restore the natural resources allegedly damaged by the release of DDT, PCBs and other hazardous substances from the Joint Outfall System and that the payments and work satisfy the requirements of CERCLA § 122(j)(2), 42 USC § 9622(j)(2).

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General

25. If the Court should decline to approve this Consent Decree in the form presented, the terms hereof may not be used as evidence in any litigation or administrative proceeding.

26. This Consent Decree shall not be construed in any way to relieve LACSD or any other person or entity from the obligation to comply with any federal, state or local law.

27. The Consent Decree may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

28. Each undersigned representative of the parties to the Consent Decree certifies that he or she is fully authorized to enter into the terms and conditions of the Consent Decree and to legally execute, and bind such party to, this Consent Decree.

Modification

29. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all of the parties signatory hereto, and approved by the Court as a modification to this Consent Decree.

Public Comment

30. The parties agree that this Consent Decree will be subject to a 30-day public comment period as provided in 28 C.F.R. Section 50.7. Plaintiffs reserve the right to withdraw their consent to the Consent Decree if comments received disclose facts or considerations which show that the Consent Decree is inappropriate, improper or inadequate. LACSD consents to the entry of this Consent Decree without further notice.

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Effective and Termination Dates

31. This Consent Decree shall be effective upon the date of its entry by the Court.

32. The Court may terminate this Consent Decree upon motion by LACSD after 45 days notice, upon fulfillment of LACSD's obligations under this Consent Decree. Termination of the Consent Decree shall not affect the Contribution Protection and Covenant Not To Sue, which shall remain in effect as one agreement between the Parties.

Denial of Liability

33. The LACSD denies each of the allegations of the Amended Complaint filed by the plaintiffs and further denies responsibility for the Natural Resources Damages and any other costs or relief sought by plaintiffs.

Retention of Jurisdiction

34. The Court shall retain jurisdiction for purposes of enforcement of the terms and conditions of this Consent Decree, and of adjudicating disputes between the Parties under this Consent Decree. In the event a dispute arises between the Parties to this Consent Decree regarding compliance with or interpretation of any requirement or provision contained herein, after the Parties have met and in good faith attempted to resolve the dispute by negotiation, any Party may move the Court for resolution of the dispute.

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35. By signature below, all Parties consent to this
Consent Decree.

APPROVED AND ENTERED THIS ____ DAY OF _____, 1990

United States District Judge

SCL 05122

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should really be
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SCL 05123

35. By signature below, all Parties consent to this
Consent Decree.

FOR THE COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY, ON BEHALF
OF THE COUNTY SANITATION DISTRICTS OF
LOS ANGELES COUNTY SIGNATORY TO A
CERTAIN AMENDED JOINT OUTFALL
AGREEMENT

Charles W. Carry,
Chief Engineer and General Manager
County Sanitation District No. 2 of
Los Angeles County
1955 Workman Mill Road
Whittier, California 90607

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ATTACHMENT A

The Other Signatory Districts to the Amended Joint Outfall Agreement effective July 1, 1980, are listed below:

COUNTY SANITATION DISTRICT NO. 1 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 3 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 15 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 16 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 17 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 18 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 19 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 21 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 23 OF LOS ANGELES COUNTY.
COUNTY SANITATION DISTRICT NO. 29 OF LOS ANGELES COUNTY.
SOUTH BAY CITIES SANITATION DISTRICT OF LOS ANGELES COUNTY.

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ATTACHMENT D
SCHEDULE OF SERVICE COSTS

I. Valuation of Support Provided by Unspecified Employees

Except as provided in Section II of this Attachment, the valuation of support provided by LACSD employees pursuant to this Consent Decree will be based on the "productive hourly rate" for classes of employees. The productive hourly rate includes vacation, sick leave, holidays, and other paid leave. To this basic rate will be added an adjustment for benefits and overhead. The resulting hourly rate is the "gross hourly rate".

The valuation of support provided by LACSD employees will be valued for fiscal year (FY) 1989-90 according to the following table. The listing of the specific class titles below does not limit the classes of employees who may provide support under this agreement.

Example Gross Hourly Rates for FY 1989-90

<u>Class Titles</u>	<u>Range of Gross Hourly Rates</u>
Supervisor of San Jose Creek	Water Laboratory \$45.70
Supervising Engineer I,II	\$44.18 - \$57.93
Senior Engineer	\$41.84 - \$51.98
Civil Engineer/Environmental Scientist	\$39.65 - \$49.24
Lab Supervisor I	\$35.80 - \$44.39
Research Chemists I,II	\$31.85 - \$42.36
Senior Chemist/Biologist	\$31.15 - \$38.61
Chemist/Biologist	\$28.90 - \$35.80
Associate Engineer/Scientist I,II,III	\$28.61 - \$39.50
Senior Lab Technician	\$25.96 - \$32.16
Lab Technician I, II	\$20.87 - \$28.15
Secretary I,II	\$17.26 - \$24.01
Typist Clerk I,II, Int. Sr.	\$15.32 - \$22.50

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Consistent with LACSD accounting practices, the vessel rates shown above include depreciation, fuel, crew, and other operation and maintenance costs. When appropriate, these rates may be adjusted to reflect necessary crew overtime. The vessel rates shown above will be adjusted periodically in accordance with LACSD accounting practices.

IV. Accounting of Support

For accounting purposes, the dollar value of support provided by LACSD and its contractors will equal the dollar value of the support at the time of disbursement.

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CTY0050140

SEA290618